

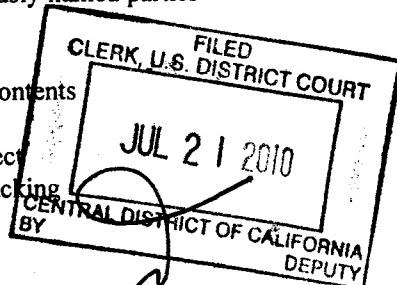
**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF DOCUMENT DISCREPANCIES

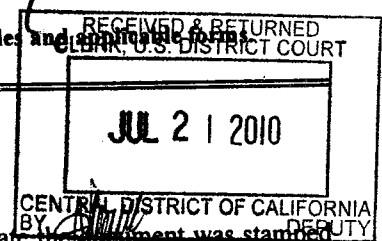
To: U.S. District Judge Klausner
 From: Michele Murray, Deputy Clerk Date Received: 07-20-10
 Case No.: CV 10-1791 RGK Case Title: St. Luke School of Medicine - vs -
 Republic of Liberia et al
 Document Entitled: Letter (SAC) regarding filing of reply to Judge Klausner's ORDER OF July 7, 2010 for a
 hearing on Plaintiff's Motion for Summary Judgment.
 Upon the submission of the attached document(s), it was noted that the following discrepancies exist:

SUBJECT MATTER
Date dictated

- Local Rule 11-3.1 Document not legible
- Local Rule 11-3.8 Lacking name, address, phone and facsimile numbers
- Local Rule 11-4.1 No copy provided for judge
- Local Rule 19-1 Complaint/Petition includes more than ten (10) Does or fictitiously named parties
- Local Rule 15-1 Proposed amended pleading not under separate cover
- Local Rule 11-6 Memorandum/brief exceeds 25 pages
- Local Rule 11-8 Memorandum/brief exceeding 10 pages shall contain table of contents
- Local Rule 7.1-1 No Certification of Interested Parties and/or no copies
- Local Rule 6.1 Written notice of motion lacking or timeliness of notice incorrect
- Local Rule 56-1 Statement of uncontested facts and/or proposed judgment lacking
- Local Rule 56-2 Statement of genuine issues of material fact lacking
- Local Rule 7-19.1 Notice to other parties of ex parte application lacking
- Local Rule 16-6 Pretrial conference order not signed by all counsel
- FRCvP Rule 5(d) No proof of service attached to document(s)
- Other: Counsel represented by Counsel



Note: Please refer to the court's Internet website at www.cacd.uscourts.gov for local rules and applicable forms.



ORDER OF THE JUDGE/MAGISTRATE JUDGE

IT IS HEREBY ORDERED:

- The document is to be filed and processed. The filing date is ORDERED to be the date the document was stamped "received but not filed" with the Clerk. Counsel* is advised that any further failure to comply with the Local Rules may lead to penalties pursuant to Local Rule 83-7.

Date

U.S. District Judge / U.S. Magistrate Judge

The document is NOT to be filed, but instead REJECTED, and is ORDERED returned to *counsel. *Counsel shall immediately notify, in writing, all parties previously served with the attached documents that said documents have not been filed with the Court.

07.21.10

Jay Klausner

Date

U.S. District Judge / U.S. Magistrate Judge

*The term "counsel" as used herein also includes any pro se party. See Local Rule 1-3.

1 JERROLL DOLPHIN, M.D.
2 P.O. BOX 941009
3 Los Angeles, CA 90064
4 310-384-4483
5 IN PRO PER

6
7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA

9
10 ST. LUKE SCHOOL OF
11 MEDICINE, et al,

12 Plaintiff,

13 vs.

14 REPUBLIC OF LIBERIA,
et al,

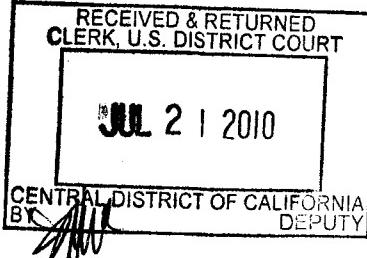
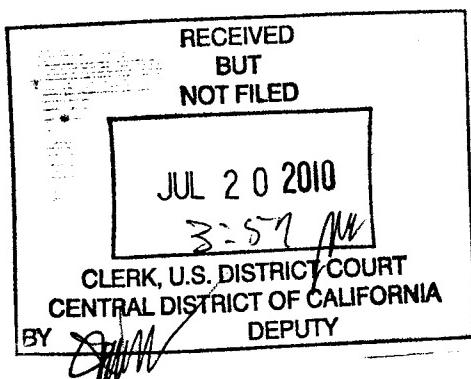
Defendant

15 Case No.: 10-CV-1791 RGK (SHx)
16 PLAINTIFF'S ARGUMENT CLARIFYING
17 THE BASIS FOR THE COURT'S SUBJECT
18 MATTER JURISDICTION

19 DATE: JULY 19, 2010
20 TIME: 8:30 AM
21 CRT: 850
22 JUDGE: Honorable R. Gary Klausner

23 TO THE HONORABLE R. GARY KLAUSNER, U.S. DISTRICT JUDGE,

24 Plaintiff hereby, pursuant to the Court's Order of July
25 2nd 2010, submits his arguments establishing Federal
26 Question Jurisdiction under 28 USC §§ 1331 and
27 Diversity Jurisdiction under 28 USC §§ 1332.



1 **TABLE OF AUTHORITIES**

2 **FEDERAL CASES**

3 Dreyfus v. Von Finck, 534 F.2d 24

5 Abi Jaoudi v. Cigna Worldwide Ins. Co., 1992 U.S. Dist. LEXIS 19257

7 **CONSTITUTIONAL PROVISIONS**

9 U.S. Constitution Articles 1, 2, 3, and 6

10 U.S. Constitution Amendments 1, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 14

12 **UNITED STATES CODES**

13 28 USC §§ 1331

14 28 USC §§ 1332

1 I. Federal Question Jurisdiction under 28 USC §§ 1331

2 The federal question that gives this court jurisdiction is the application of the Liberian
3 Friendship Treaty. The principle clauses of the Liberian and US Treaty gives the court
4 jurisdiction to decide issues arising pursuant to that treaty as it pertains to St. Luke School of
5 Medicine, Dr. Jerroll Dolphin, and the students and graduates of St. Luke School of Medicine.

6 *Article I*

7 *"The nationals of each of the High Contracting Parties shall be permitted to enter, travel and
8 reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to
9 engage in professional, scientific, religious, philanthropic, manufacturing and commercial work
10 of every kind without interference; to carry on every form of commercial activity which is not
11 forbidden by the local law; to own, erect or lease and occupy appropriate buildings and to lease
12 lands for residential, scientific, religious, philanthropic, manufacturing, commercial and
13 mortuary purposes; to employ agents of their choice, and generally to do anything incidental to
14 or necessary for the enjoyment of any of the foregoing privileges upon the same terms as
15 nationals of the State of residence or as nationals of the nation hereafter to be most favored by
16 it, submitting themselves to all local laws and regulations duly established."*

17
18 *"The nationals of either High Contracting Party within the territories of the other shall not be
19 subjected to the payment of any internal charges or taxes other or higher than those that are
20 exacted of and paid by nationals of the State of residence."*

21
22 *"The nationals of each High Contracting Party shall enjoy freedom of access to the courts of
23 justice of the other on conforming to the local laws, as well for the prosecution as for the defense
24 of their rights, and in all degrees of jurisdiction established by law."*

25
26 *"The nationals of each High Contracting Party shall receive within the territories of the other,
27 upon submitting to conditions imposed upon its nationals, the most constant protection and
security for their persons and property, and shall enjoy in this respect that degree of protection*

1 *that is required by international law. Their property shall not be taken without due process of*
2 *law and without payment of just compensation."*

3 *"Nothing contained in this Treaty shall be construed to affect existing statutes of either of the*
4 *High Contracting Parties in relation to emigration or to immigration or the right of either of the*
5 *High Contracting Parties to enact such statutes, provided, however, that nothing in this*
6 *paragraph shall prevent the nationals of either High Contracting Parties from entering,*
7 *traveling and residing in the territories of the other Party in order to carry on international*
8 *trade or to engage in any commercial activity related to or connected with the conduct of*
9 *international trade on the same terms as nationals of the most-favored nation."*

10
11 **Article II**

12 *"The dwellings, warehouses, manufactories, shops, and other places of business, and all*
13 *premises thereto appertaining of the nationals of each of the High Contracting Parties in the*
14 *territories of the other, lawfully used for any purposes set forth in Article I, shall be respected. it*
15 *shall not be allowable to make a domiciliary visit to, or search of any such buildings and*
16 *premises, or there to examine and inspect books, papers or accounts, except under the*
17 *conditions and in conformity with the forms prescribed by the laws, ordinances and regulations*
18 *for nationals of the State of residence or nationals of the nation most favored by it."*

19
20 **Dreyfus v. Von Finck, 534 F.2d 24**

21 Plaintiff foreign Jew alleged that defendant West German citizens wrongfully confiscated
22 property in Germany in 1938. Plaintiff claimed jurisdiction under 28 U.S.C.S. § 1331 for conduct
23 violating several treaties and jurisdiction under 28 U.S.C.S. § 1330 for violations of the law of
24 nations. The lower court held that plaintiff failed to state a claim, and the court affirmed. The
25 court held that § 1331 dealt with treaties between the United States and other nations, and that
26 the treaties between the United States and other nations relied upon by plaintiff only governed
27 relations between the sovereign nations and did not create any private rights of action applicable
28 to plaintiff. Similarly, the court ruled that § 1330 dealt with international law and that generally

1 international law did not create a private right of action. In particular, the court held that
2 international law did not create private rights of action when the aggrieved party, as was the
3 plaintiff, was a national in the acting state at the time of the wrongdoing.

4 Contrary to Dreyfus, the Liberian Treaty does create private rights of action applicable to the
5 plaintiffs in its Articles I, and II, cited above. A dozen different general causes of action against
6 the defendants from violations of the Liberian Treaty. Please see below.
7
8

9 **Abi Jaoudi v. Cigna Worldwide Ins. Co., 1992 U.S. Dist. LEXIS 19257**

10 The plaintiff, The Abi Jaoudi and Azar Trading Corporation ("AJA"), cause of action sued the
11 Cigna Worldwide Insurance Company. What is pertinent to this lawsuit is that Treaties are
12 considered self-executing unless "the agreement manifests an intention that it shall not become
13 effective as domestic law without the enactment of implementing legislation, or in those rare
14 cases where implementing legislation is constitutionally required." *Rainbow Navigation, Inc. v.*
15 *Department of Navy*, 686 F.Supp. 354 (D.D.C. 1988). Courts have held that friendship,
16 commerce and navigation treaties are self-executing treaties, that is, they need no implementing
17 legislation. *Spiess v. C. Itoh & Company (America), Inc.*, 643 F.2d 353 (5th Cir. 1981); *Zenith*
18 *Radio Corp. v. Matsushita Electric Industrial Co., Ltd.*, 494 F.Supp. 1263 (E.D.Pa. 1980). The
19 Liberian Treaty, gives no indication that it required implementing legislation before it became
20 law, thus, the court views the Liberian Treaty as self-executing. However, because the Liberian
21 Treaty is self-executing, the inquiry into whether it confers jurisdiction upon the federal courts
22 does not end.
23
24

25 One of AJA's theories was that the court had subject matter jurisdiction under art. III, § 2, cl. 1 of
26 Constitution because the claim "arises under" the Liberian treaty. This theory was rejected
27 because AJA did not "attempt to delineate the direct relationship between its claim and the treaty
28

1 under which it allegedly arises." Indeed, AJA's claim does not arise out of a claim of rights
2 violated under the Liberian Treaty.

3
4 St. Luke School of Medicine's (SLSOM) case significantly differs from that of AJA in that the
5 Plaintiffs' claims of rights arise out of violations of the Liberian Treaty. After not paying bribes,
6 plaintiff Dr. Jerroll Dolphin suffered constant and serious harassment from Liberian government
7 officials such as threats of incarceration, fines, penalties. He suffered the loss of the value of his
8 property (St. Luke School of Medicine) and income from his business. His passport was taken
9 from him on two occasions by Liberian officials. He was not permitted to leave Liberia for more
10 than 8 months without being charged for a crime. Even after he sued the Liberian government in
11 the Liberian Supreme Court (2005) and Civil Court (2006), corrupt Liberian officials have
12 prevented SLSOM and he from obtaining final judgments in both courts. The former Liberian
13 Minister of Justice in 2005-2005, Kabinah Janeh, was sued by the Plaintiffs in their Supreme
14 Court "Writ of Prohibition" in 2005. Now, Janeh, is an Associate Justice of the Supreme Court.
15 He refuses to recuse himself from the proceedings of this case. He has not scheduled SLSOM's
16 final judgment hearing in the Supreme Court of Liberia since 2007.

17
18 Liberian officials violated the Liberian Treaty in the following ways:

- 19 1. *"The nationals of each of the High Contracting Parties shall be permitted to enter, travel*
20 *and reside in the territories of the other"*
- 21 (a) Dr. Dolphin was denied the opportunity to leave Liberia on 3 occasions (1) Easter
22 Friday in March 2005; (2) April 14, 2005; and June 2009 as he tried to leave
23 Liberia at Roberts International Airport.
- 24 (b) Several foreign SLSOM staff members were arrested in Liberia on several
25 occasions without due cause.
- 26 (c) Students and graduates of SLSOM were threatened with arrest and prosecution on
27 more than 6 occasions by Liberian officials.

1 2. *"to engage in professional, scientific, religious, philanthropic, manufacturing and
2 commercial work of every kind without interference"*

- 3 (a) SLSOM (owned by American and Liberia citizens) was denied the opportunity to
4 operate by constant harassment, fraud, and libel conducted by Liberian officials
5 and furthered in the United States by the defendants ECFMG-FAIMER, Dr.
6 George Gollin, the University of Illinois, the Oregon Office of Degree
7 Authorization, other not yet named as defendants such as Alan Contreras and Dr.
8 Brad Schwartz, hereafter referred to as the defendants, other not yet named as
9 defendants.
- 10 (b) Dr. Dolphin was denied the opportunity to work and conduct business in Liberia
11 by constant harassment, fraud, and libel conducted by Liberian officials and
12 furthered in the United States by the defendants.
- 13 (c) The students and graduates of SLSOM were denied the opportunity to obtain an
14 education from SLSOM (denial of civil rights); their lawfully earned certificates
15 were revoked, denied, or suspended as a result of the constant harassment, fraud,
16 and libel conducted by Liberian officials and furthered in the United States by the
17 defendants.

18 3. *"to carry on every form of commercial activity which is not forbidden by the local law"*

- 19 (a) Although SLSOM corporate charter was established by law in Liberia, Liberian
20 officials denied the SLSOM, Dr. Jerroll Dolphin, and the students and graduates
21 of SLSOM, hereafter referred to as the Plaintiffs, of their rights to do business in
22 Liberia in accordance to Liberian law.
- 23 (b) Dr. Jerroll Dolphin, lawful graduates of SLSOM, and other qualified medical
24 practitioners from the United States and other nations had their licenses
25 unlawfully revoked by the Liberian Medical Board without due process.

26 4. *"erect or lease and occupy appropriate buildings and to lease lands for residential,
27 scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes"*

- (a) Officers of the Ministry of Health conspired with SLSOM's landlord, Rebecca J. Moore, an employee of the Ministry of Health, to violate the quiet enjoyment of their 5-year lease from the landlord.

- (b) Despite having won a judgment against the landlord, Liberian police have refused to enforce the court order to evict the landlord from SLSOM's building.

"to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the State of residence"

- (a) Liberian officials conspired to prevent SLSOM's hiring of almost 2-dozen professors of medicine in 2005 and 2006.

- (b) Liberian officials conspired to send a fraudulent document to the ECFMG-FAIMER in April 2005, the result of which was the removal of SLSOM from the IMED.

- (c) Liberian officials have conspired with other defendants to violate the civil rights of each and every one of the Plaintiffs, jointly and severally, in Liberia and the United States.

"The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by nationals of the State of residence."

- (a) Liberian officials demanded bribes from SLSOM and Dr. Jerroll Dolphin.
 - (b) After Dr. Dolphin's refusal, also on behalf of SLSOM, Liberian officials began to falsely lambast SLSOM and Dr. Jerroll Dolphin in the press and other media in an effort to "shakedown" the Plaintiffs.
 - (c) Even after the Supreme Court order to restore SLSOM to "status quo ante", Liberian officials demanded extraordinary payments from the Plaintiffs to complete their unfinished documentation.

7. "The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law."

- (a) Since November 2006, SLSOM has not had access to the civil court of Liberia to obtain a final judgment after obtaining a "Clerk's Certificate" in its \$120,000,000 USD "Damages for Wrong" lawsuit in the Republic of Liberia.
 - (b) Sin June 2007, SLSOM has not had access to the Supreme Court for a final judgment after obtaining a "Clerk's Certificate" in its "Writ of Prohibition" lawsuit in the Republic of Liberia. This primarily due to the opposition of Associate Justice Kabinah Janeh, who was a defendant (Minister of Health) in the original lawsuit (2005), Janeh also participated in an unlawful raid at the SLSOM campus with more than 20 Liberian National Police Officers in July 2005.

8. *"The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property."*

- (a) Mohammed Sheriff, using the color of law, forced Dr. Dolphin, against his will to show the SLSOM campus to reporters by use of threat of prosecution, in February 2005.
 - (b) Officials of the Liberian Medical Board in March 2005 wrote a letter with false statements after their inspection of the SLSOM campus, then they lambasted Dr. Dolphin and the SLSOM campus at an official press conference at the Ministry of Health building in Monrovia, a week later, state that St. Luke School of Medicine "does not exist" in Liberia.
 - (c) The National Commission on Higher Education (NCHE), of the Ministry of Education of the Republic of Liberia, sent three documents to the ECFMG in January, March, and April 2005, stating that there they had inspected the campus of SLSOM and it had computers, microscopes, new medical books, and other

1 equipment. Then in April 2005, they send a fraudulent letter to the ECFMG
2 stating that SLSOM is a "computer school" and that it "does not exist".

- 3 (d) The accreditation that SLSOM had enjoyed from August 2000 in Liberia was
4 taken away without due process of law in 2004, and again in 2005 by the NCHE
5 on false pretenses usurping the right of the Supreme Court and the Congress of
6 Republic of Liberia.
- 7 (e) The campus of SLSOM was raided by the Minister of Justice, the Minister of
8 Information, Mohammed Shariff, and more than 20 Liberian National Police on
9 July 21, 2005, without a warrant or due cause.

10 *"Their property shall not be taken without due process of law and without payment of
11 just compensation"*

- 12 (a) In March 2005, Dr. Bensen Barth of the Liberian Medical Board announced at a
13 press conference that SLSOM is illegal. SLSOM's officers and staff should be
14 arrested. Its students and graduates should be arrested. Its equipment and bank
15 accounts should be seized All these threats without due process of law, and
16 without just compensation.
- 17 (b) Officials of the Liberian Medical Board in March 2005 wrote a letter with false
18 statements after their inspection of the SLSOM campus, then they lambasted Dr.
19 Dolphin and the SLSOM campus at an official press conference at the Ministry of
20 Health building in Monrovia, a week later, state that St. Luke School of Medicine
21 "does not exist" in Liberia. The accreditation of SLSOM was taken away without
22 due cause and without just compensation. The certificates and examination scores
23 of the students and graduates of SLSOM were denied, revoked, and discredited by
24 the ECFMG-FAIMER without due cause or just compensation. Licenses of more
25 than a dozen graduates of SLSOM in the United States and worldwide were
26 denied or revoked without due cause or just compensation as a result of the action
27 of the NCHE.

- (c) In April 2005, Mohammed Sheriff of the National Transitional Legislative Assembly (NTLA) announced that the President Jyude Bryant had signed an executive order declaring that SLSOM is illegal. SLSOM's officers and staff will be arrested. Its students and graduates will be arrested. Its equipment and bank accounts will be seized All these threats without due process of law, and without just compensation. The campus of SLSOM was raided by the Minister of Justice, the Minister of Information, Mohammed Shariff, soon thereafter with more than 20 Liberian National Police on July 21, 2005, without a warrant or due cause.
 - (d) In July 2005, Mohammed Sheriff of the National Transitional Legislative Assembly (NTLA) announced that the President Jyude Bryant had signed an executive order declaring that SLSOM is illegal. SLSOM's officers and staff will be arrested. Its students and graduates will be arrested. Its equipment and bank accounts will be seized All these threats without due process of law, and without just compensation. The campus of SLSOM was raided by the Minister of Justice, the Minister of Information, Mohammed Shariff, soon thereafter with more than 20 Liberian National Police on July 21, 2005, without a warrant or due cause.

"that nothing in this paragraph shall prevent the nationals of either High Contracting Parties from entering, traveling and residing in the territories of the other Party in order to carry on international trade or to engage in any commercial activity related to or connected with the conduct of international trade on the same terms as nationals of the most-favored nation"

 - (a) Dr. Dolphin was denied the opportunity to leave Liberia on 3 occasions (1) Easter Friday in March 2005; (2) April 14, 2005; and June 2009 as he tried to leave Liberia at Roberts International Airport.
 - (b) Several foreign SLSOM staff members were arrested in Liberia on several occasions without due cause.
 - (c) Students and graduates of SLSOM were threatened with arrest and prosecution on more than 6 occasions by Liberian officials.

11. *"The dwellings, warehouses, manufactories, shops, and other places of business, and all
premises thereto appertaining of the nationals of each of the High Contracting Parties in
the territories of the other, lawfully used for any purposes set forth in Article I, shall be
respected."*
- (a) Mohammed Sheriff, using the color of law, forced Dr. Dolphin, against his will to show the SLSOM campus to reporters by use of threat of prosecution, in February 2005.
- (b) Officials of the Liberian Medical Board in March 2005 wrote a letter with false statements after their inspection of the SLSOM campus, then they lambasted Dr. Dolphin and the SLSOM campus at an official press conference at the Ministry of Health building in Monrovia, a week later, state that St. Luke School of Medicine "does not exist" in Liberia.
- (c) The National Commission on Higher Education (NCHE), of the Ministry of Education of the Republic of Liberia, sent three documents to the ECFMG in January, March, and April 2005, stating that there they had inspected the campus of SLSOM, and it had computers, microscopes, new medical books, and other equipment. Then in April 2005, they send a fraudulent letter to the ECFMG stating that SLSOM is a "computer school" and that it "does not exist".
- (d) The accreditation that SLSOM had enjoyed from August 2000 in Liberia was taken away without due process of law in 2004, and again in 2005 by the NCHE on false pretenses usurping the right of the Supreme Court and the Congress of Republic of Liberia.
- (e) The campus of SLSOM was raided by the Minister of Justice, the Minister of Information, Mohammed Shariff, and more than 20 Liberian National Police on July 21, 2005, without a warrant or due cause.
12. *"it shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and*

1 *regulations for nationals of the State of residence or nationals of the nation most favored*
2 *by it."*

- 3 (a) Mohammed Sheriff, using the color of law, forced Dr. Dolphin, against his will to
4 show the SLSOM campus to reporters by use of threat of prosecution, in February
5 2005.
- 6 (b) Officials of the Liberian Medical Board in March 2005 wrote a letter with false
7 statements after their inspection of the SLSOM campus, then they lambasted Dr.
8 Dolphin and the SLSOM campus at an official press conference at the Ministry of
9 Health building in Monrovia, a week later, state that St. Luke School of Medicine
10 "does not exist" in Liberia.
- 11 (c) The National Commission on Higher Education (NCHE), of the Ministry of
12 Education of the Republic of Liberia, sent three documents to the ECFMG in
13 January, March, and April 2005, stating that there they had inspected the campus
14 of SLSOM, and it had computers, microscopes, new medical books, and other
15 equipment. Then in April 2005, they send a fraudulent letter to the ECFMG
16 stating that SLSOM is a "computer school" and that it "does not exist".
- 17 (d) The accreditation that SLSOM had enjoyed from August 2000 in Liberia was
18 taken away without due process of law in 2004, and again in 2005 by the NCHE
19 on false pretenses usurping the right of the Supreme Court and the Congress of
20 Republic of Liberia.
- 21 (e) The campus of SLSOM was raided by the Minister of Justice, the Minister of
22 Information, Mohammed Shariff, and more than 20 Liberian National Police on
23 July 21, 2005, without a warrant or due cause.

24
25 The actions of Liberian officials against SLSOM were criminal and fraudulent. Officials of the
26 Republic of Liberia, in April 2005, sent the Educational Commission for Foreign Medical
27 Graduates (ECFMG) a fraudulent document claiming that SLSOM did "not exist" in Liberia and
28 that SLSOM was a "computer school". The ECFMG immediately removed SLSOM from the

1 International Medical Education Directory (IMED). Up until now, and despite an order of the
2 Liberia Supreme Court, neither have Liberian officials or the ECFMG taken action to restore
3 SLSOM's listing on the IMED. SLSOM has suffered the loss income and loss of reputation from
4 this defamation and fraud. There was fraud committed by Liberian officials who knew that the
5 credentials of SLSOM were valid, and upheld in Liberia Supreme Court, and that they had no
6 authority to claim that an authorized corporation in Liberia does not exist. Furthermore, those
7 same officials knew that SLSOM had been established by law (charter) in Liberia, approved by
8 the Congressional Act and signed by the President, in August 2003.

9
10 Dr. Dolphin suffered a great loss of reputation as a result of the libel, slander, and defamation in
11 Liberia. He endured mental torture at the hands of vicious Liberian officials such as
12 Mohammed Shariff and Dr. Bensen Barh. He was arrested on four occasions by Liberian
13 officials and questioned for hours by them. He was threatened by Shariff, Barh, and other
14 officials of the National Transitional Government, especially those members of the LURD
15 organization such as Kabinah Janeh, now an Associate Justice of the Liberia Supreme Court. Dr.
16 Dolphin's civil rights and privileges guaranteed by the Liberian Treaty were violated. Violations
17 of Treaties are the jurisdiction of the Federal Courts.

18
19 The students and graduates of SLSOM also suffered great loss through the actions of the
20 defendants. As a result of the same extortion, defamation and fraud perpetrated by Liberian
21 officials, and negligently or intentionally furthered by the American defendants, they have
22 suffered the loss of their rights and privileges guaranteed by the laws and the Constitution of the
23 Republic of Liberia, and also guaranteed by the laws and the Constitution of the United States.
24 They have suffered loss of income, loss of employment, loss of reputation. The students and
25 graduates of SLSOM, Dr. Dolphin, and SLSOM have been denied their civil rights guaranteed by
26 the Constitution of the United States. Without due process of law, they are branded as criminals
27 and risk prosecution, sanction, and censure. Consequently, the Federal Question to be decided
28 before this honorable court is established.

1 II. Diversity Jurisdiction 28 USC §§ 1332

2 This court has diversity jurisdiction because all of the Plaintiffs and all of the Defendants
 3 are citizens of the United States or citizens of the Republic of Liberia. Plaintiffs citizenships are
 4 as follows:

No.	Name	Country	Damages
1	Dr. Robert S. Farmer, Jr	USA	\$1,200,000
2	Suleiman Adekunle O mipidan	Nigeria	\$300,000
3	Pauline Ugochi Chilaka	Nigeria	\$50,000
4	Raymond Y Ofori	United Kingdom	\$100,000
5	Dr. Muhammed A.S.M. Al-Anzi	Saudi Arabia	\$1,200,000.00
6	Dr. Sid R. Rogers	USA	\$1,200,000
7	Dr. Karriem S. Watson	USA	\$1,200,000
8	Dr Emmanuel Okoye	Canada	\$1,600,000
9	Dr. Keith Patrick Steinhurst	USA	\$1,600,000
10	Dr. David Belshaw	USA	\$1,200,000
11	Linda Halisky	USA	\$200,000
12	Joseph Aiye gbusi	Nigeria	\$50,000
13	Ken Jordon	USA	\$200,000
14	Larry Lammers	USA	\$500,000
15	Dr. O. B. G. Nmorsi	Nigeria	\$1,200,000
16	Dr. Gbenga Gbayesola	Nigeria	\$600,000
17	Dr. Pius Ndubisi	Nigeria	\$1,200,000
18	Dr. Godwin Okonkwo	Nigeria	\$1,200,000

No.	Name	Country	Damages
19	Dr. Chijioke Ejiogu	Nigeria	\$1,200,000
20	Steve Monday	Nigeria	\$300,000
21	Dr. Robin Ellsworth	USA	\$1,200,000
22	Dr. Miklos Major, III	USA	\$1,200,000
23	Dr. Amin Sain	United Kingdom	\$1,200,000
24	John Toluwani Oladele	Nigeria	\$200,000
25	Dr. Stanley Paul	USA	\$1,200,000
26	Darlington Esemuze	South Africa	\$100,000
27	Victoria Ofele	Nigeria	\$100,000
28	Dr. Mary Hulve	USA	\$1,200,000
29	Dr. Michael Hejazi	USA	\$1,200,000
30	Dr. Peter Kolosky	USA	\$1,200,000
31	Dr. Laurie Berg Kolosky	USA	\$1,200,000
32	Dervanna Troy Mckoy	USA	\$300,000
33	Armand Dixon	USA	\$500,000
34	Carroll Braddy	USA	\$100,000
35	Christopher Sauda	Nigeria	\$200,000
36	Chukwuyem Obia	Nigeria	\$500,000
37	Dr. David Fyles	United Kingdom	\$1,200,000
38	Debrah Berger	USA	\$400,000
39	Felicia Jatto	Nigeria	\$500,000

No.	Name	Country	Damages
40	Robert Hayes	USA	\$300,000
41	Dr. James Kyle	USA	\$1,200,000
42	Robert Irving	USA	\$300,000
43	Dr. Jason Payor	USA	\$1,200,000
44	Dr. Jerry Charles	USA	\$1,200,000
45	Dr. Kenneth Andronico	USA	\$1,200,000
46	M. C. K. Madubuike	USA	\$300,000
47	Dr. Manuel Faria	USA	\$1,200,000
48	Dr. Masilamony Pauliah	USA	\$1,200,000
49	Kathy Menefee	USA	\$600,000
50	Rebecca Hopkins	USA	\$300,000
51	Dr. Alexandra Schick	France	\$1,200,000
52	Dr. Wendy Westbrooks	USA	\$1,200,000
53	Dr. Yuri Soyferman	USA	\$1,200,000
54	Dr. Antwi Boakye	USA	\$1,200,000
55	Dr. Astara Burlingame	USA	\$1,200,000
56	Dr. David Karam	USA	\$2,400,000
57	Dr. Joan Nielsen	USA	\$1,200,000
58	Dr. Jonathan Mawere	USA	\$1,200,000
59	Dr. Mathew Skaria	USA	\$1,600,000
60	Dr. Peace Jessa	USA	\$1,200,000

No.	Name	Country	Damages
61	Dr. Rita Patangia	USA	\$1,600,000
	Does 1 through 99	Worldwide	\$35,000,000
	TOTAL STUDENT AND GRADUATE DAMAGES		\$89,200,000
	Dr. Jerroll Dolphin	USA	\$110,000,000
	St. Luke School of Medicine	Liberia	\$120,000,000
	TOTAL DAMAGES		\$319,200,000

The citizenships of the defendants to the lawsuit are as follows:

No.	Name	Country
1	Republic of Liberia	Liberia
2	Educational Commission for Foreign Medical	United States of America
	Graduates	
3	Foundation for Advancement of Medical Education and	United States of America
	Research	
4	University of Illinois	United States of America
5	Dr. George Gollin	United States of America
6	Oregon Office of Degree Authorization	United States of America
7	MINISTRY OF EDUCATION	Liberia
8	LIBERIAN MEDICAL BOARD	Liberia
9	NATIONAL COMMISSION ON HIGHER EDUCATION	Liberia
10	NATIONAL TRANSITIONAL LEGISLATIVE ASSEMBLY	Liberia

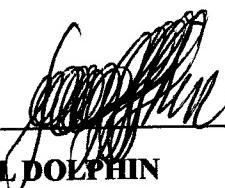
No.	Name	Country
11	DR. ISAAC ROLAND	Liberia
12	MOHAMMED SHERIFF	Liberia
13	DR. BENSON BARTH	Liberia
14	ALAN CONTRERAS	United States of America
15	Dr. Brad Schwartz	United States of America

III Conclusion

Plaintiff, Dr. Jerroll Dolphin submits to this honorable court that this court has Federal
Question Jurisdiction and Diversity of Citizenship Jurisdiction as illustrated above.

Respectfully Submitted

DATED: July 19, 2010

Sign: 
JERROLL DOLPHIN

Plaintiff in pro per

1 Jerroll B. R. Dolphin
2 P.O. Box 641009
3 Los Angeles, CA 90064
4 310-384-4483
5 In Pro Per

United States District Court
Central District of California

RECEIVED **Defendant(s).**

2, 2010 FOR A BRIEF

III-2020

3:51 AM

LETTER BRIEF

CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DEPUTY
TO THE HONORABLE R. GARY KLAUSNER, U.S. DISTRICT JUDGE,
Plaintiff hereby, pursuant to the Court's Order of July
2nd 2010.

I am Dr. Jerroll B. R. Dolphin, plaintiff in St. Luke School of Medicine, et al vs. the Republic of Liberia, et al.

I met with Attorney Thaddeus J. Culpepper yesterday, July 19, 2010, for the Substitution of Attorney

RECEIVED & RETURNED
CLERK U.S. DISTRICT COURT

2 | 2010

1 conference at your honorable court. We discovered that
2 the conference had been cancelled because you rejected
3 his motion to withdraw from this case.

4 We decided that we would work together since your
5 honor had rejected each motion to substitute attorney.
6 Attorney Culpepper promised to submit the Plaintiffs
7 Oppositions to the Motions to Dismiss filed by each and
8 every Defendant, immediately, yesterday. As of this
9 writing, Attorney Culpepper has not done so.

10 I am submitting my reply to your request for
11 clarification of jurisdiction. I pray that it is
12 acceptable to your honor.

13 I pray that if Attorney Culpepper submits the
14 Oppositions to Motions to Dismiss that you also accept
15 them so that we can proceed without prejudice.

16 I sincerely apologize to this honorable court for
17 any inconveniences that our Attorney-Client
18 relationship has caused to this court.

19
20 Respectfully Submitted

21
22
23
24 Dr. Jerroll B. R. Dolphin

25 Plaintiff

26 July 20, 2010